

SUSSEX COUNTY  
REQUEST FOR PROPOSAL  
EMERGENCY MEDICAL SERVICES  
RFP 2023-01

Sussex County is requesting proposals from interested firms to provide Emergency Medical Services to the County of Sussex, Virginia.

**Firms interested in submitting proposals shall submit five (5) copies of their proposals in a sealed envelope to Nick Sheffield, Chief of Emergency Services no later than July 21st at 5 pm. Envelopes should be marked on the outside as “Emergency Medical Services Proposal.” Questions related to the RFP will be accepted via email only and should be emailed to nsheffield@sussexcountyva.gov**

**I. PURPOSE**

The County of Sussex, Virginia is seeking sealed proposals from experienced and qualified Offerors for the staffing of emergency medical services.

The expectation is that the selected firm will have an extensive background in providing contracted staffing services in the area of Emergency Medical Services. The selected firm will need to have the flexibility to adjust staffing levels provided from month to month, dependent on projected staffing needs of the County.

**II. BACKGROUND**

Fire and Rescue services are currently provided from six fire stations and two rescue squad facilities. The department provides both Basic Life Support (BLS) and Advanced Life Support (ALS) services to the County of Sussex and surrounding jurisdictions through mutual aid agreements. The Provider will work in coordination with the following volunteer fire companies and rescue squads as they are an integral part of the official safety program of the County. The fire stations and rescue facilities are as follows: Waverly Volunteer Fire Department, Wakefield Volunteer Fire Department, Stony Creek Rescue Squad, Stony Creek Volunteer Fire Department, Sussex Courthouse Volunteer Fire Department, Old Hickory Volunteer Fire Department, Waverly Rescue Squad, and Jarratt Volunteer Fire Department.

**III. SCOPE OF SERVICES—Contract EMS Service**

- A. The Provider shall respond to all emergency, non-emergency, and mutual aid calls for service, (and collect all information for billing the EMS calls) by supplying contract EMS providers. Currently, the County needs the following staffing (additional hours may be requested, as needed):

Stony Creek Station –

ALS Truck 12 hours a day Monday-Friday 0700-1900

ALS Truck 24 hours a day Saturday & Sunday

Waverly Station –

ALS Truck 24 hours a day every day

ALS Truck 12 hours a day every day 0900-2100

Optional costs to be provided with proposal:

ALS Supervisor

- Vehicle to be provided by the County or Rescue Squad
- Option 1 is to provide 24 hours a day, 7 days a week
- Option 2 is to provide 8 hours a day, 5 days a week

Trucks

- If the Offeror possesses apparatus, a price for providing an ambulance shall be provided. This can be an hourly cost or cost in 12-hour increments.

The Provider's supervisory staff shall monitor the activities of assigned personnel daily to ensure that all contracted services are supplied in a professional and competent manner. Supervisory staff should personally visit the station weekly to monitor the activities of assigned personnel. Management and/or supervisory staff shall meet periodically/as needed with the Rescue Squad Captain and Chief of Emergency Services to ensure a good working relationship between all stakeholders.

- B. The contract staff will follow the EMS agencies' Rules and Regulations for daily operations.
- C. Each crew shall consist of one Advanced Life Support provider and one Basic Life Support provider. All personnel shall be certified in IS-700 Introduction to NIMS, ICS-100 Introduction to Incident Command, and ICS-200 Basic Incident Command.
- D. The Provider shall operate under the EMS agencies' license at the direction of the corresponding Medical Director. The Provider shall use the agency's identification, will be listed as an affiliate of the assigned agency, and will operate under the Old Dominion Emergency Medical Services Alliance (ODEMSA) protocol. If there is a need, the County may request that the Provider operate under their own EMS license.
- E. Each EMT or Paramedic shall be clean in dress and person. Any of the successful Offeror's employees who operate under this contract shall conform to the successful Offeror's and county's dress code.
- F. The Provider shall supply staffing (only) and utilize the equipment and supplies belonging to the County and the EMS agencies; wash, clean, and stock the vehicles in conformance with the State regulation inspection sheet; inspect each vehicle daily and complete the inspection forms provided by the agency. Daily and weekly duties, as

assigned, shall be completed. The contractor shall provide the uniforms for the staff and, if necessary, shirts with the EMS agency's name and/or agency's logo.

- G. The Provider shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills.
- H. The Provider shall complete electronic (E-PPCR's) and enter data into the computer program's immediately following each call. Paper copies of all reports shall be secured in accordance with the Health Insurance Portability and Accountability Act (HIPAA).
- I. Should complaints arise which are directed at level of care, response or employee action/inaction, such complaints from the Chief must be answered in writing by the Successful Offeror within 72 hours to include actions taken, including disciplinary action and other corrective measures.
- J. The Provider agrees that it will consider a request from the Chief of Emergency Services to remove an individual employee of the Provider from providing services in the County when the Chief determines such's employee's continued service would be detrimental.

#### **IV. TERM OF CONTRACT**

The resultant contract shall be for an initial term of one year. The resultant contract may be renewed by mutual agreement for four additional, one-year terms.

#### **V. SPECIFIC TERMS AND CONDITIONS**

- A. Contractor shall provide a history of the firm, qualifications and years of experience in 911 EMS services, including a list of the local jurisdictions in Virginia in which the firm is currently operating, with contact information.
- B. Contractor shall provide a description of the manner in which the firm would propose to provide emergency services to Sussex County, including the background and training of the persons who would be providing services to the County, and any other information the firm deems useful to the County in making its decision.
- C. Contractor shall provide the cost to the County of providing the services.
- D. Contractor shall provide three (3) current references from 911-based services. If there are not three 911-based services references, references should be included for other contracted services.

E. Contractor shall submit their privacy policy to ensure that information obtained from citizens in the County will remain confidential, subject to the requirements of the Virginia Freedom of Information Act and other state or federal laws.

F. The contractor shall purchase and maintain sufficient insurance to protect them from claims in the following amounts:

Workers' Compensation	State of Virginia Requirements
General Liability	\$1,000,000 per occurrence
	\$2,000,000 annual aggregate
Automobile	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per occurrence

G. The contractor shall add an endorsement to its insurance policy, naming the County as Additional Insured for the contracted EMS service operations. A Certificate of Insurance and a copy of said endorsement shall be required within ten (10) days of the date of the award. The certificate must contain a provision stating that the coverages will not be canceled unless a minimum of fifteen (15) days prior written notice has been given to the County.

H. The Contractor shall indemnify and hold harmless the County, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the negligence or intentional misconduct of the contractor, his agents or employees during the performance of this contract.

## **VI. GENERAL TERMS AND CONDITIONS**

By submitting a proposal, the Contractor agrees to the following contract provisions:

A. Announcement of Award: Notice of Award or Notice of Intent to Award will be posted on the County's website when a decision is made.

B. Anti-Discrimination:

By submitting bids or proposals, bidders, offerors or contractors certify to Sussex County that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, which provides:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, political affiliation, veteran status, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor shall include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. Ethics in Public Contracting:

By submitting a bid or proposal, bidders, offerors or contractors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

D. Immigration Reform and Control Act of 1986

By submitting a bid or proposal, bidders, offerors, or contractors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

E. Drug and Alcohol Abuse:

The County's goal is to provide a safe workplace by eliminating the hazards to health and job safety created by alcohol and other drug abuse. This applies to contractors, subcontractors and employees of firms doing business with the County while on County premises. By submitting a bid or proposal, bidders, offerors, or contractors certify full compliance with the County's Goals.

F. Receipt of Proposals:

To be considered, bids or proposals shall be received at the location provided and within the time period specified in the Invitation for Bids (IFB) or the Request for Proposals (RFP). Responses received after the specified date and time shall be returned unopened.

G. Acceptance/Rejection of Bids/Proposals:

Sussex County reserves the right to accept or reject any or all bids or proposals or portion of any bid or proposal and to reissue said bid or proposal. The County reserves the right to award a contract based on a lump sum or per item basis or a sample provided.

H. Clarification of Terms:

Prospective bidders, offerors or contractors may submit questions in writing concerning the specifications or other solicitation documents no later than seven (7) working days before the due date. Any revisions to the RFP will be issued as an addendum.

I. Independent Contractor:

The Contractor is an independent Contractor and nothing contained in the contract shall constitute or designate the Contractor or any of its agents or employees as employees of the County.

J. Contractual Disputes:

Contractual claim procedures shall be as per Code of Virginia Section 2.2-4363.

K. Use of Brand Names:

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders, offerors or contractors to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired. Any article, which the County, in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended, shall be accepted.

- L. Firm Prices:  
Prices and all associated charges shall be firm for sixty (60) days after the due date of the bids or proposals unless otherwise stated by Sussex County.
- M. Taxes:  
Sussex County is exempt from federal, state and local taxes. Taxes included on invoices will be deducted from the payment amount. Tax-exempt forms will be completed for a vendor upon request.
- N. Delivery:  
All costs and other charges associated with the delivery of a good or non-professional service shall be included in the bid or proposal. The County reserves the right to cancel all or any part of a contract without obligation if delivery is not made within the time period specified in the bid or proposal document.
- O. Required Signature:  
All bids and proposals shall be signed with the firm name, federal identification number and by a representative possessing the authority to bind said firm with his/her signature. The County may request documentation of the signer's authority.
- P. Qualifications of Bidders, offerors or contractors:  
Sussex County may make such reasonable investigations as deemed proper and necessary to determine the ability of a bidder, offeror or contractor to perform the work or supply the goods. The bidder, offeror or contractor shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect the bidder's, offerors or contractor's physical facilities prior to award to satisfy questions regarding the bidder's or offeror's capabilities. Further, the County reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such bidder or offeror fails to satisfy the County that such bidder or offeror is properly qualified to carry out the obligations of the contract and to complete the work or supply the goods.
- Q. Payment Terms:  
All approved invoices will be paid within forty-five (45) days of receipt.
- R. State Corporation Commission Identification Number:

In accordance with Code of Virginia § 2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid a statement describing why the Bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the County use and acceptance of such form, or its acceptance of Contractor's statement describing why the Bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

S. Freedom of Information:

Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342(D) of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

T. Termination for Convenience:

Unless otherwise stated, any resultant contract may be terminated, in whole or in part, whenever the County determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination to the Contractor. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.

U. Applicable Laws, Regulations, and Courts:

1. This solicitation is governed by the laws of the Commonwealth of Virginia. Any dispute or controversy arising out of or relating to this solicitation or otherwise shall be brought in the Sussex County Circuit Court. Contractor expressly waives any objection to venue or jurisdiction of the Sussex County Circuit Court.

Each of the parties irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either party for any claim, demand, action, or cause of action, arising out of this Agreement. Each of the parties hereby agrees and consents that any such claim, demand, action, or cause of action shall be decided by court trial without a jury.

2. The Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.

V. Default:

In the case of failure to deliver goods or services in accordance with the contract terms and conditions, Sussex County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to and cumulative with any other remedies the County may have under federal, state and local law.

W. Cooperative Procurement (2.2-4304):

This procurement is being conducted in accordance with the provisions of 2.2-4304 Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a County Contract. The County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.

## **VII. EVALUATION AND AWARD**

Following receipt of proposals, the proposals will be evaluated based on the following criteria:

1. Qualifications and experience of the Contractor and assigned staff.
2. Proposal preparation and understanding of scope of work
3. Reference checks and evidence of collection rates
4. Availability of the Contractor to provide timely client assistance and customer service based on prompt and timely updates, complaint, and concern resolution and delivery of monies collected.
5. Cost of service
6. History of compliance with applicable state, federal and local regulations concerning billing and labor practices, and related issues

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in sole opinion, has made the best proposal. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

**State Corporation Commission Registration**

**Virginia State Corporation Commission (SCC) registration information.  
The Offeror:**

is a corporation or other business entity with the following SCC identification number:                   **OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):